

ATTENDANT SERVICES

1.0 SERVICE DEFINITION

- 1.1 Attendant Services (AS) provides hands-on training and support to adults with physical disabilities who require long-term care with the functions of daily living, self-care and mobility, to provide them with the skills necessary to manage their attendant by becoming a household employer. The service is intended to maximize their independence in the community.
- 1.2 Services performed by the attendant include assistance with:
 - 1.2.1 Dressing, bathing and grooming
 - 1.2.2 Getting in and out of bed or wheelchair or other Assistive / orthotic devices
 - 1.2.3 Assistance with transportation needs (e.g. entering / exiting vehicles; transferring to seat, etc.)
 - 1.2.4 Toileting (including bowel, bladder and catheter assistance)
 - 1.2.5 Eating (including feeding)
 - 1.2.6 Health maintenance activities
- 1.3 Support services and companion services may also be provided, but only if the consumer is also receiving one of the above basic services. Support and companion services include:
 - 1.3.1 On-the-job support
 - 1.3.2 Cooking and meal preparation
 - 1.3.3 Food and clothing purchases
 - 1.3.4 Housecleaning, laundry and daily home chores
 - 1.3.5 Assistance with non-technical, routine care of assistive devices
 - 1.3.6 Companion-type services including but not limited to letter writing, reading mail and escort

2.0 SERVICE GOAL

- 2.1 The goal of attendant services is to provide the means for independent living for persons with disabilities who require extensive assistance not otherwise available, in order to work and/or avoid living in a highly supervised institutional setting. The service is intended to facilitate autonomy and independence. Hence, the consumer will maintain control over the use of the services, within agreed upon guidelines and consumer capability that are consistent with personal lifestyle and preferences.

3.0 SERVICE UNIT

- 3.1 The service unit is one hour of services provided by an attendant to an eligible consumer. Attendant services may be provided only to adults determined eligible by the Division of Services for Aging and Adults with Physical Disabilities (DSAAPD). A needs-assessment process shall be used by DSAAPD to determine the number of hours of attendant service allowable per consumer, per week.
- 3.2 Attendant Service program funds may not be used to pay attendants who are relatives of the consumer. A relative is defined as a spouse, parent, child, stepparent, stepchild, grandparent, grandchild, brother, sister, half-brother, half-sister, aunt, uncle, niece, nephew, first cousin, in-law or significant other. An exception to this is on a short-term basis (1 week or less), and only if approved by DSAAPD and the service provider in an emergency situation.

4.0 SERVICE AREA

- 4.1 Attendant service is available to all eligible consumers in the state of Delaware, subject to availability of program funds and consumer need.

5.0 ELIGIBILITY

- 5.1 DSAAPD staff will determine client eligibility for services. Potential consumers of attendant services must be 18 years of age or older and residents of the state of Delaware. They must have anatomical / physiological deficits anticipated to last 12 months or more that substantially affect their ability to live independently and carry out activities of daily living. These deficits must be impracticable to correct through assistive technology or home modification. Consumers must be medically stable and demonstrate the ability to self-direct, or have a surrogate who can support the consumer in making decisions. Attendant services will not be authorized to supplant existing sources of personal support

6.0 DESCRIPTION OF SERVICES

- 6.1 NARRATIVE
Intake and case management will be provided by the DSAAPD Community Services Program (CSP) unit. The Case Manager will determine consumer eligibility for attendant services and determine the amount of service units per week (see Section 3.1).

6.0 DESCRIPTION OF SERVICES (cont.)

- The provider agency and the consumer will develop an Individual Service Plan (ISP) that will specify how the consumer will use the services. The consumer is primarily responsible for the Individual Service Plan, which is the basis for the attendant contract. The ISP will include a backup plan. The consumer should be supported in his/her effort to maintain control over use of services in an appropriate manner and consistent with allowable services, as outlined in the specifications, and personal preferences. This includes the ability to select an attendant and to deploy the services of the attendant to meet the consumer's needs.
- 6.2 The agency will recruit, provide basic training in PAS requirements, and maintain a roster of attendants that meets consumer's needs. Consumers will be responsible for the employment functions of the attendant including purchasing Workers Compensation insurance coverage for attendants that they employ. The agency will provide technical assistance to the consumers for the employment process including assisting the consumer to purchase Workers Compensation insurance policies. However, consumers may accept or reject attendants referred to them by the agency. If the consumer determines the attendant to be unsuitable for any reason, the agency shall refer another attendant in an attempt to find an acceptable match, thus providing the consumer a choice of attendants. However, if the agency exhausts all possible attendants, a consumer may be counseled about the need to alter standards of selection, or hire/identify an attendant independently. In the latter case the attendant must be otherwise eligible for employment by the consumer based on the Personal Attendant Services program standards and must complete the appropriate training curriculum required by the agency.
- 6.3 The provider is responsible for obtaining background checks on all attendants and backup attendants. The provider will discuss emergency procedures as outlined in the ISP and the need for criminal checks on potential backup personnel. The provider is responsible for discussing appropriate employee/employer relationships and behaviors with the consumer.

7.0 SERVICE STANDARDS

- 7.1 Attendant services must be available any day of the week and/or any hour of the day or night, depending on the personal care needs of the consumer. If service hours become difficult to fill, consumers and the agency shall share in the responsibility for obtaining attendants.

7.0 SERVICE STANDARDS (cont.)

- 7.2 The provider must notify the DSAAPD CSP Case Manager, and the client in writing, within thirty (30) days of the referral, when they are unable to serve the client. The written notice shall include the reason they are unable to serve the client, and the projected date for service to begin.
- 7.3 Subsidized attendant services may be provided only to adults determined eligible by DSAAPD, and may not be provided without prior authorization by DSAAPD.
- 7.4 The provider agency must meet and comply with all applicable federal, state and local rules, regulations and standards applying to the services being provided.
- 7.5 The provider agency is responsible for obtaining background checks on all attendants and backup attendants.
- 7.6 The provider agency will discuss emergency procedures as outlined in the ISP and the need for criminal checks on potential backup personnel.
- 7.7 The provider agency is responsible for discussing appropriate employee/employer relationships and behaviors with the consumer.
- 7.8 The provider agency must have the capability, directly or through subcontractors, to respond to priority care emergencies (Priority care is care needed to fulfill basic service needs). In some situations the consumer's hours may be adjusted by the provider agency, with the approval of the DSAAPD CSP contact person. Subcontracting out for services shall only be done in an emergency situation and only as a last resort. Funding for the time involved will not change; therefore, hours may need to be adjusted downward to allow for the increased cost involved when paying through a subcontractor.
- 7.9 The provider agency and the consumer shall negotiate and sign an Individual Service Plan based on the consumers needs.

The plan shall contain the wing:

- 7.9.1 The goals for service as established with the consumer;
- 7.9.2 A description of the services to be provided and how they will be provided;
- 7.9.3 The time and number of service hours to be delivered

7.0 SERVICE STANDARDS (cont.)

- 7.9.4 A description of priority care and the back-up systems in place for attendant services;
- 7.9.5 A section showing the following:
 - a. name of the attendant/backup and identify them as one or the other;
 - b. noting any relationship to the client;
 - c. noting if they are paid or unpaid;
 - d. noting the number of hours scheduled per pay period;
 - e. Showing any other employment
- 7.9.6 Any unique circumstances or conditions;
- 7.9.7 Documentation of attendant and/or consumer training;
- 7.9.8 A clearly stated description of the responsibilities of the provider agency, the attendant and the consumer.
- 7.9.9 A viable backup plan
- 7.10 The provider agency shall reassess the ISP with the consumer during an in-home visit at least annually but more often as the client's needs indicate and both shall review the actual provision of attendant services to the consumer.
- 7.11 For each consumer, the provider agency shall establish and maintain a case file, which includes the following:
 - 7.11.1 The authorization form from DSAAPD;
 - 7.11.2 The ISP signed by the consumer and the provider agency;
 - 7.11.3 Documentation of the consumer and attendant training activities;
 - 7.11.4 Documentation of any problems or concerns raised by the consumer, attendant or other third party; the attempts to investigate the problem or concern; and disposition of the problem;
 - 7.11.5 Documentation of the annual reassessments of the ISP; and
 - 7.11.6 Documentation of all in-home visits and telephone contacts.
 - 7.11.7 Signed documentation that the provider has discussed appropriate employee/employer relationships and behaviors with the consumer
- 7.12 The provider agency may request permission of DSAAPD to reduce or terminate service when in the agency's professional judgment, one of the following occurs:

7.0 SERVICE STANDARDS (cont.)

- 7.12.1 The consumer no longer needs the service or level of service currently being provided; or
 - 7.12.2 The consumer needs a level of service that is beyond the scope and purpose of the attendant service program;
 - 7.12.3 The consumer's uncooperative behavior, abuse, misuse of the service or program; or
 - 7.12.4 The unsafe and/or unsanitary conditions or activities in the consumer's place of residence jeopardizes the safety or health of attendants and/or the provider agency's staff; or
 - 7.12.5 The involvement of the consumer in illegal activities; or
 - 7.12.6 the consumer submits timesheets for services not provided or for hours not worked by an attendant or otherwise tries to defraud the program; or
 - 7.12.7 The consumer does not pay fees in accordance with the payment schedule mutually agreed upon by the consumer and agency/DSAAPD.
- 7.13 Consumers have the right to make decisions about, direct the provision of, and control the attendant service. This includes hiring, training, managing, paying, and firing an attendant.
- 7.14 Consumers shall assume primary responsibility for arranging back-up services, especially in priority care situations. (Priority care is care needed to fulfill basic service needs). The use of family, friends and neighbors shall be encouraged since these sources are dependable and usually available on short notice. As a last resort, the ability to contract with a home health agency to provide the services may be granted.
- 7.15 Attendants may accompany consumers on vacation or other temporary stays away from home. However, attendant service program funds will not be allowed to cover any of the costs associated with the travel for the consumer or the attendant. The roles and responsibilities of the attendant and the consumer are the same as when at home.
- 7.16 Attendant Service program funds may not be used to pay attendants who are relatives of the consumer. A relative is defined as spouse, parent, child, stepparent, stepchild, grandparent, grandchild, brother, sister, half-brother, half-sister, aunt, uncle, niece, nephew, first cousin, in-law or significant other.
An exception to this is on a short-term basis (1 week or less), and only if approved by DSAAPD and the service provider in an emergency situation.

8.0 METHOD OF PAYMENT / BILLING PROCEDURE

- 8.1 Attendant services are approved and authorized in hours per week by DSAAPD. If all authorized hours are not utilized by the consumer for a given month, the consumers may "bank" the unused hours. These "banked" hours may then be used during the following month only. "Banked" hours not used in the concurrent month will be forfeited. "Banked" hours for June (last month of contract) must be used during that month, and may not be carried into the following month.
- 8.2 All banked hours must be used by the last day of the calendar month, directly following the month in which they were accumulated. No hours can be "borrowed" or "advanced" in anticipation of paying them back by banking them at a later date.
- 8.3 Only the expenses incurred within the time period of a contract can be charged to that contract. (For the last pay period of the contract year, only those hours that fall within said contract period can be paid by that contract.).
- 8.4 When submitting billing for Unit Cost, the provider agency will submit bills to DSAAPD fifteen (15) calendar days following the end of the billing period. Provider agencies, at their discretion, may bill more frequently. The minimum acceptable billing period is biweekly, with the exception of periods at the beginning or end of the contract year. The provider agency will furnish one (1) bill to the fiscal unit and one (1) to the CSP unit supervisor at the appropriate location. Billing must be the approved format as attached. The format may be changed upon agreement by all parties. The provider agency will move toward a set pay period schedule with all participants transitioning to the same bi-weekly pay period.

9.0 REPORTING REQUIREMENTS

- 9.1 All approved budget revenue and actual expenditures must be documented for reporting purposes to DSAAPD. Quarterly financial reports are required and must be received by DSAAPD no later than twenty-one (21) calendar days following the end of the quarter. A final financial report is due to the Division within ninety (90) calendar days after the program end date. Each report must contain a live signature (preferably in blue ink) of the official who completed the report. Also, the phone number and the date report was completed are required. Additional information can be found on these reports in the DSAAPD Policies and Procedures Manual.